

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

NO. <u>5360</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-17-84</u>
<i>[Signature]</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TEMPE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement, and

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 11-951 etseq. to enter into the Agreement, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the CITY. This work shall include, but not be limited to, the installation of new traffic signals at the following location:

US 60 and Third Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials and equipment necessary to complete the installation of the traffic signals.
2. The CITY shall install or have installed all the materials and apparatus in a good workmanlike manner, and in accordance with the latest revisions of the Arizona Department of Transportation Traffic Signal and Highway Lighting Systems

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Standard Drawings and General Specifications for Traffic Signal and Highway Lighting Systems.

3. The STATE shall furnish and deliver all materials and apparatus to the City of Tempe Traffic Maintenance facility, 3 S. Hardy Drive, Tempe, and shall pick up all defective or damaged materials and all unused materials at the City of Tempe Traffic Maintenance facility in Tempe upon completion of the work.

4. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

5. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

6. This Agreement shall be filed with the Secretary of State and shall become effective upon its being filed with the Secretary of State.

7. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this STATE to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Chief Deputy State Engineer

ATTEST:

Virginia J. Thompson
City Clerk

APPROVED AS TO FORM:

David R. Meskel

CITY OF TEMPE

BY: Harry E. Mitchell

TITLE: Mayor

EXHIBIT "B"

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona, Arizona Department of Transportation, and the City of Tempe and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 29th day of November, 1983.

CITY OF TEMPE

BY:

David R. Merkel
City Attorney

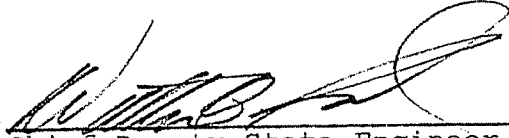
EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 10 of the Agreement (AG No. 79-440, Secretary of State No. 5360) for the operation and maintenance of traffic signals between the STATE OF ARIZONA and the CITY OF TEMPE, consummated on June 28, 1979, it is agreed by both parties that the following intersection be added to the existing list of intersections and be operated and maintained as set forth in said Agreement.

US 60 and Third Street

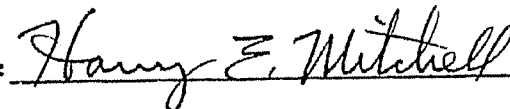
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

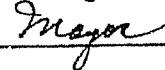

Chief Deputy State Engineer

CITY OF TEMPE

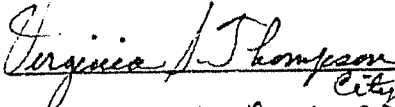
BY:



TITLE:


Mayor

ATTEST:


City Clerk
Date Signed: Dec. 6, 1983

C. Miscellaneous

- * (1) Authorization to Execute Prior Rights Agreement with SRP for Alta Mira Unit 3
Councilman Ream moved that the City Council authorize the Mayor to execute this prior rights agreement; Councilman Plencner seconded; roll call vote 7-0.
- ★ * (2) ADOT Agreement-Traffic Signal Construction, Mill/Third Street
Councilman Ream moved that the City Council authorize the Mayor to sign the agreement; Councilman Plencner seconded; roll call vote 7-0.
- * (3) Final PAD & Subdivision for Aztech Court, Bill Hunse (13 lots, 9.4 acres) SEC University & Dorsey (1300 E. University) (S-83.24a&b)
Mayor Mitchell set the public hearing for December 8, 1983.
- * (4) Site Plan with Use Permit & Variances for Tempe Western Reserve Club, Dave Brown Hotel & Fitness Center (222 rooms, 14.13 acres) 2140 E. Broadway (S-82.11)
Mayor Mitchell set the public hearing for December 8, 1983.
- * (5) Amended General & Final Plan of Development with Variance for G.B. Investments (Marcos de Niza Plaza) Robert Kubicek (8.0 acres, 76, 263, s.f. Parcel "A" only) SWC Rural & Guadalupe (6300 S. Rural Road) (S-81.52)
Mayor Mitchell set the public hearing for December 8, 1983.
- * (6) Original Liquor License #7, Tiques & Teas, Salley & John Burnett, 5450 S. Lakeshore Drive
Mayor Mitchell announced the public hearing. Councilman Ream moved that all normal procedural requirements have been met; that the Council approve this application and forward to the State Liquor Department for final determination; Councilman Plencner seconded; roll call vote 7-0.
- * (7) Design Review Board Appeal - First Baptist Church (walls and trees) 4525 S. McClintock (DR-83.132)
Mayor Mitchell announced the public hearing. Councilman Ream moved that Council grant the appeal subject to the following conditions: (1) Screening wall to be constructed from McClintock Drive to the eastern edge of the new building; (2) The 15 gal. screening trees to be computed at 20' o.c. for the total length of the wall and to be judiciously located by the Church to meet their needs but primarily to provide maximum screening of the Church from the neighbors to the south; (3) Items 1 & 2 above to be completed 2 years from date of Council action;



OFFICE OF THE
Attorney General

TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

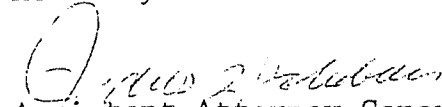
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 84-001, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General Who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies to enter into said agreement.

Dated this 4th day of January, 1984.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division